

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF NORTH DAKOTA**

In Re:	Case No.: 24-30168
Stark Energy, Inc.,	Chapter 11, Subchapter V
Debtor.	

AMENDED DECLARATION OF MATTHEW BARRETT

Pursuant to 28 U.S.C. § 1746, I, Matthew Barrett, do hereby declare, under penalty of perjury, the following to the best of my knowledge, information, and belief:

1. I was the former part-owner of the Debtor Stark Energy, Inc. (“Debtor”) from the incorporation date in 2018 until 2019.

2. I personally provided \$100,000 towards the Debtor’s business operations to get it off the ground.

3. If called as a witness, I could and would competently testify to the matters set forth herein based on my personal knowledge.

4. Robert Fettig provided me with a master list identifying Stark Energy’s equipment, along with Unit Numbers assigned to Stark Energy’s equipment in 2019 (the “Master List”). A true and correct copy of the Master List is attached as **Exhibit A** and terms of the same incorporated herein by reference.

5. As former part owner of Stark Energy, Inc., I personally guaranteed (along with Robert Fettig) four loans in 2018 described as follows:

- a. Loan 798942 - Promissory Note dated February 19, 2018 in the original principal sum of \$40,000.00 (“Note 1”). Interest accrues on the unpaid balance of Note 1 at

- the rate of 5.0% per annum. Note 1 required monthly payments of \$646.47 commencing on April 1, 2018 and continuing thereafter for 72 months on the 1st day of each month until March 1, 2024 when all outstanding principal plus all accrued unpaid interest was due and owing. *See* Declaration of Kevin Warner, **Exhibit A-1**.
- b. Loan 1275221 – Promissory Note dated November 16, 2018 in the original principal sum of \$37,439.30 (“Note 2”). Interest accrues on the unpaid balance of Note 2 at the rate of 5.490% per annum. Note 2 required monthly payments of \$869.77 commencing on December 1, 2018 and continuing thereafter for 48 months on the 1st day of each month until November 1, 2022 when all outstanding principal plus all accrued unpaid interest was due and owing. *See* Declaration of Kevin Warner, **Exhibit A-2**.
- c. Loan 1286855 – Promissory Note dated November 26, 2018 in the original principal sum of \$135,000.00 (“Note 3”). Interest accrues on the unpaid balance of Note 3 at the initial rate of 6.500% per annum. Note 3 required monthly payments of \$1,812.94 commencing on December 26, 2018 and continuing thereafter for 96 months on the 26th day of each month until November 26, 2026 when all outstanding principal plus all accrued unpaid interest was due and owing. *See* Declaration of Kevin Warner; **Exhibit A-3**.
- d. Loan 1333145 – Promissory Note dated December 31, 2018 in the original principal sum of \$76,639.30 (“Note 4”). Interest accrues on the unpaid balance of Note 4 at the rate of 3.690% per annum. Note 4 required monthly payments of \$1,721.62 commencing on February 1, 2019 and continuing thereafter for 48 months on the 1st day of each month until January 1, 2023 when all outstanding principal plus all accrued unpaid interest was due and owing. *See* Declaration of Kevin Warner; **Exhibit A-4**.
- e. Note 1, Note 2, Note 3, and Note 4 are hereinafter collectively, the “Notes”.
6. The collateral that was pledged for the Notes identified above and owned by

Stark Energy, Inc., is described as follows:

Loan #	Unit #	Description of Titled Vehicle Collateral	VIN
798942	T-106	2013 Dragon ESP LTD 200 BBL	1UNST5343DS128172
1275221	S-208	2007 Kenworth	1XKDP40X07R197151

1268655	T-101	2013 Dragon 200 BBL Alum. Tank Trlr	1UNST5341DS128154
1268655	T-113	2013 Dragon 200 BBL Alum. Tank Trlr	1UNST5340DS128162
1268655	T-103	2014 Dragon 200 BBL Alum. Tank Trlr	1UNST5340ES128552
1333145	S-209	2012 Kenworth W900	1XKWP4TX8CJ335970

(herein collectively referred to as the “Barrett Loan Vehicle Collateral”).

7. To the best of my knowledge, all of the foregoing Barrett Loan Vehicle Collateral was recovered by the Stark County Sheriff’s Department in March of 2024.

8. I severed my ties with Stark Energy, Inc. in 2019, and was promised a buy-out of my interest in Stark Energy, Inc. by Robert Fettig. I was assured at the time of the buy-out discussions that the four loans with Gate City Bank that I personally guaranteed had been paid off or that I would be taken off the loans. To date, I have not received any funds from Mr. Fettig or Stark Energy, Inc. to buy out my interest.

9. I support the Motion for Relief from Stay of Gate City Bank in that it is in my best interest that the Barrett Loan Vehicle Collateral be retained by Gate City Bank and auctioned, with the net proceeds being applied to the debt owed Gate City on the loan obligations for the Notes. This will reduce the amount that remains due and owing to Gate City Bank with respect to my personal guarantees of the Notes.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge, information, and belief.

BY: Matthew Barrett

Matthew Barrett 7-2-2024

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**Trailers - Vacuum Tankers**

	<u>Unit #</u>	<u>Year</u>	<u>Make</u>	<u>Model</u>	<u>Vin #</u>	<u>Plate</u>
1	T-021	2013	Dragon	200 BBL, 4 axel Spread	1UNST5348DS128118	T997319
2	T-101	2013	Dragon	200 BBL, 4 axel Spread	1UNST5341DS128154	T997311
3	T-103	2014	Dragon	200 BBL, 4 axel Spread	1UNST5340ES128552	T997318
4	T-104	2014	Dragon	200 BBL, 4 axel Spread	1UNST5346ES140026	T995516
5	T-105	2013	Dragon	200 BBL, 4 axel Spread	1UNST5340DS128291	T995515
6	T-106	2013	Dragon	200 BBL, 4 axel Spread	1UNST5343DS128172	T997312
7	T-107	2012	Dragon	150 BBL, 3 axel	1UNST4223CL109253	T997317
8	T-113	2013	Dragon	200 BBL, 4 axel Spread	1UNST5340DS128162	T997313

Flat Bed - Trailers

	<u>Unit #</u>	<u>Year</u>	<u>Make</u>	<u>Model</u>	<u>Vin #</u>	<u>Plate</u>
1	FB- 001	2007	Reitnoeur	48' Flat Bed	1RNF48A247R019280	T997321

Side Dump - Trailers

	<u>Unit #</u>	<u>Year</u>	<u>Make</u>	<u>Model</u>	<u>Vin #</u>	<u>Plate</u>
1	SD - 001	2016	Side Dumper	SDR 342-49	1D9F54430G688099	T998370
2	SD - 002	2016	Side Dumper	SDR 342-49	1D9F54437G688018	T998369

Reefer - Trailers

	<u>Unit #</u>	<u>Year</u>	<u>Make</u>	<u>Model</u>	<u>Vin #</u>	<u>Plate</u>
1	RT - 001	2015	Great Dane	53' Reefer	1GRAA0621FW700678	T902618
2	RT -002	2018	Great Dane	53' Reefer	1GRAA06201W116152	T903510

Belly Dump - Trailers

	<u>Unit #</u>	<u>Year</u>	<u>Make</u>	<u>Model</u>	<u>Vin #</u>	<u>Plate</u>
1	BD - 001	1999	Midland	3 axle	2MFB254D4XR000542	T998661
2	BD - 002	2000	Midland	3 axle	2MFB253D3YR000650	T998663
3	BD - 003	2000	Midland	3 axle	2MFB253D7YR000652	T998664
4	BD - 004	2000	Midland	3 axle	2MFB254D3YR001148	T998662
5	BD - 005	2000	Midland	3 axle	2MFB253D5YR000651	T998665
6	BD - 006	2013	Dakota	3 axle	1D9SH4339DY554348	T998666

Misc - Trailers

	<u>Unit #</u>	<u>Year</u>	<u>Make</u>	<u>Model</u>	<u>Vin #</u>	<u>Plate</u>
1	n/a	2019	Load Trail	Dump	4ZEDT1427K2189694	T441654
2	n/a	2011	Tiger	Car hauler, Utility Flat bed	5UTBU1623BM000887	T445321
3	n/a	2010	Haulmark	TSV7X14DT2 - Enclosed Trailer	16HPB1427BH185556	T101507
4	RGN-001	2015	Trail King	TK110HDG	1TKJ05330FM057588	

Tractors

	<u>Unit #</u>	<u>Year</u>	<u>Make</u>	<u>Model</u>	<u>Vin #</u>	<u>Plate</u>
1	S-211	2012	Peterbilt	367	1XPTP4TX1CD147318	727BXU
2	S-210	2007	International	9900i Eagle	2HSCHSCT67CS26165	116CCG
3	S-209	2012	Kenworth	W900	1XKWP4TX8CJ335970	243CMM
4	S-208	2007	Kenworth	T800	1XKDP40X07R197151	579CJS
5	S-207	2014	Kenworth	W900	1XKWD49X1EJ413380	023CLK
6	S-206	2014	Kenworth	T800	1NKDX4TX3EJ403810	
7	S-205	2014	Kenworth	T800	1XKDP4EX2EJ392043	663DBM
8	S-204	2015	Kenworth	W900	1XKWP4EX1FJ435264	994DPA
9	S-203	2014	Kenworth	W900	1XKWP4EX5EJ420085	993DPA
10	F-001	2018	Volvo	VNL-780	4V4NC9EH6JN888150	35668P
11	F-002	2017	Volvo	VNL-780	4V4NC9EH3HN974302	36207P

Drilling Rig

	<u>Unit #</u>	<u>Year</u>	<u>Make</u>	<u>Model</u>	<u>Vin #</u>	<u>Plate</u>
1	RIG 001	2012	CZM	EK125	SAV0003	n/a

Hydrovac

	<u>Unit #</u>	<u>Year</u>	<u>Make</u>	<u>Model</u>	<u>Vin #</u>	<u>Plate</u>
1	H001	2013	Peterbilt	Klaser Premier	1NPTX4TX1DD202801	

Crew Trucks

	<u>Unit #</u>	<u>Year</u>	<u>Make</u>	<u>Model</u>	<u>Vin #</u>	<u>Plate</u>
1	CT-001	2015	Ford	F350 Super Duty, Diesel 4WD	1FT8W3BT7FED67354	2L82H8
2	CT-002	2010	Ford	F150	1FTFW1EV3AFB85081	064CMM
3	CT-003	2004	Ford	F150	1FTFPX14524NB13169	010CKP
4	CT-004	2013	Ford	F150	1FTFW1EF2DKF29634	567CZZ

Shop MISC. Equipment

	<u>Unit #</u>	<u>Year</u>	<u>Make</u>	<u>Model</u>	<u>Vin # /Serial #</u>
1	n/a	2004	CAT	226B -Skid Steer	CAT0226BAMJH04030
2	n/a	2019	Lincoln Electric	350 MP- Power Mig /Welder	U1191003288
3	n/a	2019	Lincoln Electric	256 - Power Mig / Welder	M3190517692
4	n/a	2019	Lincoln Electric	FLEXTEC- 350X/Welder	U1190204332
5	n/a	2016	Snap-on	Koolkare Plus +	201729
6	n/a		OTC	Low-Lift Transmission Jack -5019A	
7	n/a		OTC	Clutch Handler -5018A	
8	n/a		OEM	Engine Hoist	
9	n/a	2015	Quincy	251CP80VCB - Air Compressor	
10	n/a		Evolution Dewalt	EVOSAW380 15-inch Steel Cutting Chop Saw D28715	

Real Estate

	<u>Address</u>	<u>Notes</u>	<u>Current Appraised Value</u>
1	4090 130th Avenue Southwest, Belfield ND 58622	Shop 3,500 Sq. Ft. , plus 4.31 acres yard.	365,000.00
2	www.starkenergyinc.com	Website/ underconstruction	